

**AGREEMENT**

**BY AND BETWEEN**

**THE CHARTER TOWNSHIP OF CLINTON,  
A MICHIGAN MUNICIPAL CORPORATION**

**- AND -**

**THE POLICE OFFICERS LABOR COUNCIL  
REPRESENTING  
THE CLINTON TOWNSHIP POLICE  
LIEUTENANTS & SERGEANTS**



**Effective  
April 1, 2006 through March 31, 2010**

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**AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF CLINTON,  
A MICHIGAN MUNICIPAL CORPORATION**

**- AND -**

**THE POLICE OFFICERS LABOR COUNCIL  
REPRESENTING THE CLINTON TOWNSHIP POLICE  
LIEUTENANTS AND SERGEANTS**

**THIS AGREEMENT ENTERED** into the 1<sup>st</sup> day of June, 2008, between the CHARTER TOWNSHIP OF CLINTON, a Michigan Municipal Corporation, hereinafter referred to as the "Township" and the POLICE OFFICERS LABOR COUNCIL representing the Clinton Township Police Lieutenants and Sergeants, hereinafter referred to as the "Union" or "Association".

This agreement replaces and supersedes all previous agreements and shall be considered the sole and complete agreement between the parties.

WITNESSETH:

Whereas, the parties hereto, in consideration of the mutual covenants and agreements herein contained, do hereby agree as follows:

**ARTICLE 1**  
**PURPOSE AND INTENT**

1.1 The general purpose of this Agreement is to set forth terms in respect to rates of pay, wages, hours of employment, or other conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Charter Township of Clinton in its capacity as Employer, the Employees, the Association, and the citizens of the Charter Township of Clinton.

1.2 The parties recognize that the interest of the community and the job security of the employees depend upon the Employer's success in establishing proper services to the community.

1.3 To these ends the Employer and the Association encourage to the fullest degree, friendly and cooperative relations between their respective representatives at all levels and among all employees.

## **ARTICLE 2**

### **RECOGNITION**

2.1 The Charter Township of Clinton recognizes the Michigan Police Officers Labor Council as the sole and exclusive bargaining agent to the extent permitted and required by Act 336 of the Public Acts of the State of Michigan for 1965, as amended, for all officers holding the rank of Sergeant or Lieutenant.

2.2 The Township will not interfere with, discourage, restrain or coerce police officers in the Union of any lawful activities therein.

2.3 The Township will negotiate with the Union on items relating to rates of pay, wages, hours, conditions of employment and fringe benefits, including incentives for education.

2.4 It is agreed between the parties hereto that the cost of negotiation, execution, administration and enforcement of this Agreement is fairly reflective of an Employee's regular monthly membership dues that are paid by members of the Association and therefore, the parties adopt the philosophy of the "agency shop" principle in this Agreement.

2.5 All employees, therefore, within the bargaining unit shall sign a written authorization with the Township to have deducted from wages and paid to the Association, a sum equal to the monthly membership dues as shall from time to time be promulgated by the Union membership and published by the Officers. Employees who shall fail to comply with this requirement within thirty (30) days from the first date of their employment shall be discharged by the Township. The return of said deductions by the Township to the Association shall be made at a time agreeable to the parties hereto which shall be reasonable with the operations of the payroll department and the office of the Treasurer. Deducted dues shall be forwarded to the Police Officers Labor Council.

2.6 However, if at any time during the continuance of this Agreement, the "agency shop" principle as outlined above is declared illegal by any Court of Record in the State of Michigan, then and in that event, the Township may refuse to deduct such payroll deduction and any Employee who wishes to continue on a voluntary basis may, and the Township shall process such voluntary contribution.

### **ARTICLE 3**

### **REPRESENTATION**

3.1 The Association shall be represented in all negotiations by the President or his designated representative and a Committee of the Association not to exceed five (5). The Township shall negotiate with those representatives as herein provided.

3.2 If the Bargaining Committee of the Association so requires, the Department shall permit three (3) on-duty Officers to negotiate a working agreement without loss of benefits, upon approval of the Chief of Police, depending upon the manpower situation at the time.

3.3 Upon approval of the Chief of Police, depending upon the manpower situation at the time, two (2) members of the Association Executive Board, in addition to the President of the Association, may be excused from duty for the business portion of the monthly Association meetings.

3.4 The President of the Association, or his alternate, shall be allowed time off without loss of benefits to conduct such Association business as is necessary, including his participation in grievance procedures; provided, however, for the regularly scheduled business, a forty-eight (48) hour notice shall be given to the Chief of Police and such notice shall be given as soon as possible for non-scheduled business.

3.5 The Association President, with the approval of the Police Chief, will be allowed to attend State and National Association Meetings and Conferences, not to exceed five (5) days per contract year, without loss of pay.

**ARTICLE 4**  
**GRIEVANCE PROCEDURE**

4.1 The informal resolution of grievances is urged and encouraged to be resolved at the lowest possible level of supervision for which this grievance procedure is established. Whenever the words "fifteen" (15) days are used in this Article, they shall be defined to be fifteen (15) working days, exclusive of holidays, Saturdays and Sundays.

4.2 A grievance is defined as any difference that may arise between the parties relative to:

1. Any matter involving an alleged violation of any other provision of this Agreement or Act 78 of the Public Acts of the State of Michigan of 1935, as amended.
2. (a) Matters relating to rate of pay, wages, and/or hours of employment.  
  
(b) Matters relating to the conditions of employment as set forth in this contract.

4.3 Every Officer covered by this Agreement shall have the right to present grievances in accordance with the following procedures:

4.4 **INTERNAL PROCEDURES**

**STEP 1.** If either an Officer or the Union feels they or it have been aggrieved, they shall discuss the grievance with their immediate supervisor and the Local President or a designated representative of the Local President.

If the grievance is not satisfactorily resolved in this manner, the Local President or a designated representative of the Local President shall file the grievance verbally or in writing within fifteen (15) working days with the Officer's immediate Supervisor, or if not available, to the next ranking officer in charge who shall answer the grievance in writing within fifteen (15) days of its receipt.

STEP 2. If a satisfactory settlement is not reached in Step 1, or if the written answer is not submitted within the fifteen (15) day limit as prescribed in Step 1, the grievance shall be submitted in written form within fifteen (15) days to the Captain of the officer's unit for review who shall reply in writing within fifteen (15) days from receipt of the grievance. Grievances filed by Lieutenants will start at this step.

STEP 3. If a satisfactory settlement is not reached in Step 2, or if the written answer is not submitted within the fifteen (15) day limit as prescribed in Step 2, the grievance shall be submitted in written form within fifteen (15) days to the chief of Police or his designee for review, who shall reply in writing within fifteen (15) days from receipt of the grievance. A meeting between the Chief of Police and the Association President or a designated representative of the Association President shall be held to discuss the grievance during and within the aforesaid fifteen (15) day period.

STEP 4. If a satisfactory settlement is not reached in Step 3, or a written answer is not submitted within the fifteen (15) day limit as prescribed in Step 3, the grievance shall be submitted in written form within fifteen (15) days to the Human Resources Director or his designee. By the Board's adoption of this Agreement, it acknowledges that the Human Resources Director can make the decision for the Board until such time as it is revoked.

The Human Resources Director shall meet with the Union representatives and any other parties needed within fifteen (15) days of the closing of the hearing.

If because of revocation the Board becomes part of this grievance procedure, then the Board shall render an opinion within forty-five (45) days from submittal to the Clerk.

STEP 5. Arbitration or an Act 78 Civil Service Hearing: If a satisfactory settlement is not reached in Step 4, or if the Human Resources Director does not meet with the Union within fifteen (15) days, or the written answer is not submitted within the fifteen (15) day limit as prescribed in Step 4, the moving party can either proceed to binding arbitration as set forth below or petition the Township Civil Service for a hearing; provided, however, that once the election is made within the fifteen (15) day period, a change in the election cannot be made except by mutual agreement.



#### 4.5 ARBITRATION

A. The party that requests arbitration of the unsettled grievance shall notify the other party in writing of such desire for arbitration. After a receipt of a desire to arbitrate, the parties shall attempt to agree on an arbitrator. If the parties are unable to so agree within five (5) working days or within a longer period that is mutually agreed upon, the moving party shall submit the matter to either the Michigan Employment Relations Commission (M.E.R.C.) or to the Federal Mediation and Conciliation Service (at the moving party's option) requesting that an arbitrator be selected with the assistance and under the rules of the respective arbitral service. Upon agreement of the parties, the arbitrator will mediate the dispute. If mediation does not result in settlement, the arbitrator will proceed to hear and decide the dispute.

B. The arbitrator shall have no power to add to or subtract from or modify any of the terms of this agreement or any supplementary agreement, nor to rule on any matter except while this agreement is in full force and effect between the parties.

C. The arbitrator shall have no power to establish wage scale rates on new or changed jobs, or to change any wage rates unless it is provided for in this Agreement.

D. The arbitrator shall have no power to provide agreements for the parties in those cases where in this agreement, they have agreed that further negotiations should occur to cover the matter in dispute.

E. In the event a case is appealed to an arbitrator and he finds that he has no power to rule on such case, the matter shall be referred back to the parties without decision or recommendation on the merits of the case.

F. The award of the arbitrator shall be based exclusively on evidence presented at the arbitration hearing; and, the award under no circumstances shall be based in whole or part or contain a reference to statutes; decisions, regulations or other extra contract materials not specifically incorporated in this agreement.

G. The expenses of the arbitrator shall be shared equally by the parties. Each party shall make arrangements for, and pay the expenses of, witnesses which are called for them.

H. There shall be no appeal from an Arbitrator's decision. It shall be final and binding on the Association, on all Bargaining Unit Employees, and the Township on those matters within the jurisdiction of the Arbitrator.

#### 4.6 CIVIL SERVICE HEARING

A. Any unresolved grievances having not been submitted to arbitration may be submitted to the Civil Service Commission. Said Commission will be in compliance with Act 78 of the Public Acts of the State of Michigan for 1935, as amended.

B. The moving party herein will not be allowed to submit unresolved grievances to both the arbitration and the Civil Service Commission. The submission of the unresolved grievance to either arbitration or the Civil Service Commission will preempt the moving party from submitting the unresolved grievance to the body that the grievance has not been submitted to.

C. Grievances affecting a number of employees may be treated as a policy grievance and entered at the second step of the grievance procedure by the Association.

D. All employees shall have the right to be present and be represented by the Association President or member of the committee, and/or an Attorney at all disciplinary conferences or procedures. Notification within a reasonable time shall be given to the Association of any disciplinary action taken against any employee, which may result in an official entry being added to his personal work file.

E. It shall be the firm policy of the Employer to assure to its employees and to the Association, an opportunity to have the unobstructed use of this grievance procedure without fear or reprisal or without prejudice in any manner to employment status. To this end, the Employer and the Association recognize that if their designated representative fails to comply with the procedures and time limits set forth in any of the grievance steps as provided above, then and in that event, the grievance shall automatically be settled in the favor of the opposite party to the party who violated the time limits. However, the time limits of the grievance steps may be extended upon the mutual written agreement of the Association and the Employer.

F. Anything herein to the contrary notwithstanding, any grievance costing the Township more than fifteen hundred dollars (\$1,500.00) then and in that event, the grievance will automatically proceed to Step 3 of the Grievance Procedure.

## **ARTICLE 5**

### **PROMOTIONS, LAY-OFFS, SUSPENSIONS, DISCHARGES & REINSTATEMENTS**

5.1 The provision of Act 78 of the Public Acts of the State of Michigan for 1935 as amended, are adopted by reference as if fully stated herein. In the event competing candidates are "tied" in their total scores, in rank seniority shall be the determining factor. If in rank seniority is equal, the Department seniority shall be used.

5.2 The Lieutenant, Captain, and Chief selection processes will include an assessment center. The assessment center will compose 100% of the process for Lieutenant and Captain. The Township will provide training regarding assessment center participation to employees who wish to have it.

5.3 A written reprimand will be removed from an Officer's personnel file after a period of two years from the date of discipline, provided that there is no other disciplinary action during the two year period.

## **ARTICLE 6**

### **SENIORITY-TRANSFER-JOB OPENINGS**

6.1 The Chief of Police shall have full authority to job assignments. The Chief will use the following types of criteria in making such assignments. This list is not intended to be all inclusive. The order of presentation is not an indication of importance or weight to be attributed.

- Formal education. Type of degree(s) attained and areas studied.
- Training courses taken. Will employee need additional training to minimally perform in assignment. Can the department expect that the employee will remain with the

Department long enough to recoup value in return for cost expended for training?

- Previous job assignments and success in performing them.
- Employee's stated preferences.
- Employee's demonstrated strengths and weaknesses, e.g. people, organizational, written communication, verbal communication, mathematical, skills, etc.
- Management development. The need to provide employees with exposure to various functions within the department. (e.g. an employee with extensive road patrol experience may be perceived to need administrative experience and so is assigned to support services.)

If it is determined an immediate change is necessary, the Chief of Police shall notify the Union of the reason(s) for the assignment change. Any such assignment change shall be for cause.

6.2 A seniority list shall be furnished to the Association by the Department once a year.

6.3 Transfers or changes in duties are not permanent. Transfers shall not be made unless notice shall be posted on the Lieutenants & Sergeants Association bulletin board for fourteen (14) calendar days prior to such transfer being made.

6.4 Any Officer interested in filling said vacancy shall file a written request within the fourteen (14) calendar day posting period described in Section 6.3. If an Officer is on vacation during the posting period he/she will be automatically considered as having applied for the position. He/she will be given the opportunity to withdraw the automatic application upon their return from vacation.

6.5 In filling vacancies, the Chief of Police may consider equally a person's ability, training and education concerning the following positions:

Multi-jurisdictional Team Officers (e.g. MATS, COMET)

Training Officers

Traffic Division Officers

Swat or Entry Team Officers

Critical Incident Officer(s)

Field Training Officer(s)

Community Relations Officer(s)

Accident Reconstructionist(s)

Special Investigations Positions(s)

The Chief of Police will have authority to assign, provided he documents the reasons why other(s) were denied and any one who was denied the position can grieve the denial(s). Assignments will be made pending the arbitrator's decision.

6.6 The number of Captains positions will be reduced from six to four. The next two vacancies, which occur as a result of discipline, demotion (voluntary or involuntary), and attrition, in the rank of Police Captain will be replaced by Police Lieutenants.

This will result in five and then ultimately a minimum of six Police Lieutenant positions in the Department.

6.7 Seniority shall be determined by:

1. Rank.
2. Time in Rank.
3. Date of hire as a sworn Officer.

**ARTICLE 7**  
**HOLIDAY PAY**

7.1 Command Officers shall receive pay for thirteen (13) holidays in the last pay period in November, which pay shall be at the rate of eight (8) hours base pay per holiday, it being understood that to receive holiday pay, an officer must have been employed during the contract period in which the holiday occurred.

7.2 The said holidays are: New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Easter Sunday, Veteran's Day, Thanksgiving, Christmas Eve Day, Christmas and New Year's Eve Day. All Holidays will be observed on the calendar Holiday. If a Holiday falls on an officer's regularly scheduled workday, the officer will be required to work that day unless he is authorized to use a vacation or personal leave day. If a Holiday falls on an officer's regularly scheduled off day, he shall not receive compensation beyond that provided in Section 7.1 of this agreement. In addition to the payment described in Section 7.1, all employees who work any of the said holidays shall receive an extra day's pay based on their base salary for each holiday worked and that extra day's pay shall be included in their regular paycheck covering the pay period which the holiday or holidays occurred.

However, the Officer shall not receive that pay for a holiday unless the Officer worked if scheduled the last scheduled day before, and the first scheduled day after said holiday unless the Officer is excused from working those scheduled working days. Vacation time will not be considered in the determination of the above.

7.3 In each of the Bureaus, and in the Road Patrol, seniority shall be first used to give a person holiday time, but if a person refuses, then he or she will be charged on the list as though they had worked, and if for any reason, no one accepts the holiday, then the person or persons with the lowest seniority will have to accept holiday work as needed and determined by management. Management will make the determination as to manpower needed during holidays and will attempt to equalize the holiday time in accord with the above formula, but Bureaus will be considered together and the Road Patrol and Traffic Division will be considered separately.

7.4 Extra compensation at straight rate of pay for assigned shift for day or days actually worked shall be included in the regularly scheduled check covering the pay period in which the holiday or holidays occurred.

7.5 Each command officer shall receive one (1) day off with pay for his/her birthday. The officer shall be allowed to choose what day to take off for the birthday, manpower permitting with the Chief's approval or his designee.

7.6 Bargaining unit members working on Christmas Day shall be provided with a reasonable food benefit at the police station during their shift.

## **ARTICLE 8**

### **OVERTIME PAY, OFF-DUTY PAY AND EMERGENCY PAY**

8.1 Effective with the implementation of this Contract, members who immediately before or after they work their scheduled eight (8) hour shift and who qualify for overtime shall be compensated at the overtime rate of one and one-half (1-1/2) times the hourly shift rate worked.

8.2 Members called in for overtime work not in conjunction with a scheduled shift shall receive one and one-half (1-1/2) times the hourly rate based on the shift they worked.

8.3 Members working in conjunction with their regularly scheduled eight (8) hour shift who work overtime into a holiday will receive one and one-half (1-1/2) times pay plus holiday pay for hours worked; however, members working in conjunction with their regularly scheduled eight (8) hour shift who work overtime after a holiday will not receive holiday pay for the overtime, but shall be entitled to one and one-half (1-1/2) times the hourly rate of the shift they were working without consideration of holiday premium.

8.4 Members on vacation shall not be considered for call-back or call-in unless it is an emergency call-out. Then they shall be paid at twice their normal hourly shift rate.

8.5 When members appear in any Court, administrative hearings, morgue assignments, etc. on their time off, they shall be paid at the overtime rate of one and one-half (1-1/2) times their

normal base hourly rate for all works spent on such assignments with a minimum of three (3) hours for each appearance. Members appearing in Court on certain holidays (Lincoln's Birthday, Washington's Birthday, and Veteran's Day) or vacation time cannot earn more than one and one-half (1-1/2) times their base hourly rate.

8.6 When any members are notified to standby, they shall receive a minimum of three (3) hours pay for each six (6) hours they are required to standby. If required standby time is less than three (3) hours, they shall receive the pay for the actual time they were required to stand by. The standby overtime procedure shall not be used except when the Court orders a member to stand by or by a prosecuting attorney or the Detective in charge of the case or in the case of an extreme emergency within the Department.

8.7 All overtime over one (1) hour and beyond established premiums per the contract shall be computed in fifteen (15) minute increments.

A. Overtime under one (1) hour shall be computed in the following manner:

1 to 15 minutes equals zero (0)

16 minutes to 30 minutes equals one-half (1/2) hour

31 minutes to 60 minutes equals (1) hour

B. Overtime over one (1) hour and beyond established minimums per the contract shall be computed in fifteen (15) minute increments as listed below:

1 minutes to 15 minutes equals 15 minutes

16 minutes to 30 minutes equals 30 minutes

31 minutes to 45 minutes equals 45 minutes

46 minutes to 60 minutes equals 1 hour

8.8 A rotating list shall be maintained to attempt to provide equal opportunity.

8.9 When the overtime list for uniformed road patrol officers has been exhausted and when said overtime has been refused by the patrol officers, then those Sergeants and Lieutenants who volunteer for said road patrol duty shall be paid at the rate of time and one-half their regular rate.



8.10 Officers required to attend medical appointments while off duty shall be paid in compensatory time at the overtime rate of one and one-half (1 1/2x) their normal base hourly rate for all time spent with a minimum of two (2) hours for each appearance

8.11 Compensatory Time

A. Compensatory time shall be accumulated as follows:

No more than one hundred and twenty (120) hours of compensatory time will be allowed on the books at any given time, for each individual.

B. Compensatory time shall be used as follows:

1. Compensatory time is to be used only when manpower permits, with the approval of the shift or bureau commander.
2. Compensatory time may be used by itself or in conjunction with vacation or leave days.

Payment for Compensatory Time: Upon separation from service officers shall be paid for all their accrued compensatory time. In the event the separation is due to the officer's death, the payment for accrued compensatory time shall be paid to the officer's estate. When Compensatory Time is paid in a lump sum, a maximum of eighty (80) hours of such time will be counted towards an officer's final compensation to be used in the calculation of his/her pension.

8.12 The Township payment for those items which must be included in the Fair Labor Standards Act calculation of overtime will be made on an annual basis. The payment will be made in the first paycheck of February each year.

**ARTICLE 9**  
**SHOW-UP TIME**

Command Officers who are required to report for duty thirty (30) minutes prior to the start of their shifts in order to insure the continuity of police operations shall receive a lump sum payment equal to four (4%) percent of their base salary per contract year. Such lump sum payment will be made in the last period of March.

**ARTICLE 10**  
**VACATIONS**

10.1 Even though the contract year is not a calendar year, the reference to vacations in Article IX is intended to indicate that records for vacations shall be maintained on a calendar year basis and vacations shall be scheduled on a calendar year basis.

<u>YEARS OF SERVICE</u>	<u>VACATION DAYS</u>
Start through 5 years.....	15 days/year (1-1/6 days/month)
6 years through 12 years.....	21 days/year (1-3/4 days/month)
Over 12 years .....	26 days/year (2.166 days/month)

10.2 Vacations shall be scheduled between March 21 and April 1 of each year. The vacation shall be divided into winter and summer periods. Winter vacations shall be January through March and October through December. Summer vacations shall be April through September. Vacation days accumulated in excess of thirty (30) days at the end of each contract year shall be forfeited, provided, however, that up to five (5) days per year can be cashed in if at least ten (10) days remain in reserve after cashing in the five (5) days. Five (5) vacation days sold in a fiscal year shall be used in the calculation of an officer's final average compensation for retirement.

10.3 Selection of vacations will be as follows: The Senior Officer in each shift shall have the first selection. He or she may pick a vacation in either period of the year for his/her first choice. Each Officer following in seniority shall also pick a vacation in either period of the year.

When each Officer on a shift has made his/her first selection, the Senior Officer shall then make his/her second selection in the opposite period from which he/she made the first selection. He/she shall not double up on another Officer's vacation, unless there is not ample vacation periods available for all Officers on the shift. The option of double up on vacation shall be the privilege of the Senior Officer and as many following Senior Officers as is necessary so that all vacation periods will be filled. All Officers will select their second vacation period from the opposite period as was their first. An Officer may utilize a one (1) day vacation leave.

10.4 A vacation selection during the Christmas Eve/Christmas Day, New year's Eve/New Year's Day period shall not extend through both Christmas and New Years.

10.5 The exchange of days may be permitted within a shift. The abuse of this policy may result in discontinuance under the direction of the Chief of Police.

10.6 Upon separation from service, an Officer shall be paid for his/her accrued vacation days. In the event of death of the Officer, the Officer's spouse, children or designated beneficiary shall be paid the vacation days.

10.7 The Township will cease the practice of issuing advanced paychecks for vacations.

10.8 An Officer shall not take his/her vacation when another Command Officer within the same shift or bureau has taken his/her vacation unless approved by the Chief of Police.

## **ARTICLE 11**

### **SICK LEAVE AND LONG TERM/SHORT TERM DISABILITY**

11.1: All officers shall be entitled to sick days with pay based on one (1) day per month at the officer's straight time rate of pay. Unused sick days shall be accumulated to the officer's credit for use at any future time. Fifty percent (50%) of accumulated sick leave shall be paid in the case

of retirement or payment to beneficiaries in the event of death, or if the officer leaves the employment of the Township for any reason provided, however, that the officer has at least five (5) years with the department.

11.2 Sick leave hours will be charged for actual sick leave time taken. One (1) sick leave day per year may be used as a personal day in addition to the personal or business leave days previously granted by this Contract, if approved by the Chief of Police.

11.3 Serious illness of a husband, wife or child shall warrant use of sick leave by the officer after arrangements have been made with his or her immediate superior.

11.4 The parties agree that upon implementation of this Agreement the Township shall provide officers with short term disability benefit which shall provide sixty-six and two-thirds (66-2/3%) percent of his/her salary after a waiting period of thirty (30) calendar days. The Township agrees to maintain and provide at no cost to the officer hospital, medical, life, dental, and optical insurance at the same benefit level being provided to the collective bargaining group. This coverage shall be maintained during the waiting period as well as through the short term disability benefit period. The Township shall also provide long term disability benefits in accord with the benefits of the Insurance Policy and Summary Plan Description in the Human Resources Department, except as modified by this collective bargaining agreement. The benefits of the above plan shall not be diminished without the mutual agreement of both parties. A copy of the long term benefits are contained in the policy and description recited above and has been given to the Union secretary and is available for examination in the Human Resources Department. The Township shall have the right to self insure the short-term and long-term disability benefit as long as the benefits provided are in accordance with the summary plan descriptions described above.

An individual Officer's personal insurance shall not be an offset to the benefits described in this section.

11.5 At the end of each contract year, officers shall have the right to sell any amount of sick days in excess of ninety (90) days to the Township for one half (1/2) of his /her pay per day determined by the value of the officer's base pay on the last day of the contract year in which the excess was accumulated. This payment shall be paid in the second pay period in April. Up to one

half (  $\frac{1}{2}$  ) of twelve days of sick leave sold in a fiscal year may be used in the calculation of the Officer's final average compensation for retirement. Employees who are actively employed at the time of this agreement shall be permitted to exercise the option to sell sick days, in accordance with this section.

11.6 If an officer is absent from work because of injury or sickness, he/she shall have the option of first using sick days, personal days, furlough days, and compensatory days before applying for the benefits under the short term disability program. Once the said officer applies and qualifies for short term disability benefits, he/she shall not have the right to draw on sick days, personal days, furlough days or compensatory days for any injury or illness arising out of the same cause for which the disability benefit originated. However, at the conclusion of the short term disability period (180 days from when the officer was absent from work due to the injury or illness) and before the commencement of the long term disability, the officer again shall have the option of using sick days, personal days, furlough days, and compensatory days before applying for long term disability benefits.

11.7 Once an officer qualifies for disability benefits under the long term policy the officer may maintain the hospital, medical, life, dental, and optical insurance that was previously available to him/her while receiving short term benefits provided the officer funds the cost of maintaining such insurance benefits in advance of the time of payment with the further provision that such insurance benefits cannot be maintained for a period exceeding six (6) months.

The times mentioned herein shall not diminish the length of time the Township is required to supply COBRA benefits, it being the understanding of the parties that the COBRA benefits will be available to the officers and commences once the Employer ceases to provide the insurance benefits by paying for them him/herself during the six (6) months period allowable under the long term disability program.

11.8 Once a regular officer is on long term disability for a period of six (6) months, then that officer shall no longer be an employee of the Charter Township of Clinton regardless of the fact that there are sick days, personal days, furlough days, and compensatory days not used. This provision does not prevent the officer from requesting a leave of absence from the Township before going on long term disability, with the further provision that such leave of absence shall not exceed a maximum period of six (6) months.

11.9 If the officer can return to work within the six (6) months long term disability period, then he/she shall be guaranteed the automatic return to his/her job, with full seniority, providing the returning officer must be able to prove that he/she has sufficiently recovered from his/her disability to the point that he/she can perform his/her duties if requested by management.

If the officer can return to work between the period from six (6) months to eighteen (18) months of being on long term disability, the officer shall have a "preference rating" for the next police officer position available, provided he/she is able to prove that he/she has sufficiently recovered from his/her disability to the point that he/she can perform his/her duties if requested by management. "Preference rating" is understood to mean that the officer shall be offered the first opening as a police officer with the Township regardless of the eligibility lists. If the opening as a police officer is not at the rank from which the officer left on disability, his/her acceptance of the open position will not prejudice their right to return to the higher rank when such rank becomes open. They will maintain the "preference rating" for the higher rank until such time that an opening occurs in the higher rank.

If the officer stays on long term disability for a period in excess of eighteen (18) months, or does not present him/herself for the same employment within eighteen (18) months of commencement of long term disability, then and in that event the officer loses all seniority and is treated in all respects as a new employee if he/she desires to return to work.

11.10 Trading of sick days between employees is prohibited.

## **ARTICLE 12**

### **FUNERAL LEAVE**

In the event of death in the immediate family of an officer or their spouse, the officer shall be entitled, when so required, to necessary leave time with regular pay and benefits to arrange for and attend the funeral, burial or memorial services. Immediate family shall be deemed to be husband, wife, child, mother, father, sister, brother, grandparent, mother-in-law, father-in-law, brother-in-law, sister-in-law, stepfather, stepmother, and stepchild.

Officers shall be entitled to one (1) day with pay when so required in the event of death of aunt, uncle, niece, nephew and cousin of the officer or their spouse to attend funeral, burial or memorial services.

If an officer has a scheduled leave day, including furlough or personal business, when he/she is entitled to funeral leave, then the previously scheduled leave day will be re-scheduled for immediately after the funeral leave.

### **ARTICLE 13**

#### **PERSONAL BUSINESS LEAVE**

13.1 Each full-time employee shall be entitled to three (3) personal business days per calendar year which shall not be deducted from sick leave.

13.2 Both parties to this Agreement agree that if the Officer has personal business days left thirty (30) days prior to the end of the calendar year, then those personal days can be submitted to the Employer and voided and the last pay in the calendar year will be supplemented with cash for seventy-five percent (75%) of the value of those days based upon the Officer's base wage, provided the Officer submits that request to the Accounting Department within thirty (30) days of the end of the calendar year and this provision shall cancel any remaining personal business days for that year. Three personal business days sold in a fiscal year shall be used in the calculation of an officer's final average compensation for retirement. In lieu of seventy-five percent (75%) wage adjustment, the Officer may apply the modified time to his/her next vacation period.

### **ARTICLE 14**

#### **HOSPITALIZATION PLAN**

##### **14.1 ACTIVE EMPLOYEES AND RETIREES**

The Employer shall provide and pay for hospital, medical, and surgical insurance for each Employee and his/her legal dependents upon receipt of written election from the Employee to accept such benefits provided by the terms of the policies during open enrollment periods.

Eligible employees may choose, during the Township's open enrollment period, one of the following health insurance plans:

- A. Blue Cross/Blue Shield Traditional, #16189-000, \$5/\$10 RX (Appendix D)
- B. Blue Cross/Blue Shield PPO, #16189-661, \$5/\$10 RX (Appendix E)
- C. Health Alliance Plan HMO, Group #1-89350A, \$2 RX (Appendix F)
- D. Blue Care Network, #00157989, \$2 RX (Appendix G)
- E. COPS Trust Plan, \$1/\$5 RX (Appendix H)
- F. Blue Cross/Blue Shield Community Blue Option 1, #16189-673, \$10/\$20 RX, 1-X MOPD, HC (Appendix I)

The hospitalization insurance program set forth in Option F above shall be paid in full by the Township for all eligible employees, including their spouse and dependent children as defined by the carrier. An employee who elects Options A through E above shall pay the difference between the premium rate of Option F and the premium rate of the selected option, if any, via payroll deduction.

After 25 years of service, The Township shall provide and assume the full cost of hospitalization insurance for retired officers, their spouse and any minor dependent children. The coverage shall be the same as that provided to officers in 14.1 above with the exception of the IMB-OB rider or a comparable policy may be designated from time to time which provides equal insurance benefits. To be eligible for this benefit, the spouse must have been the spouse and dependents of record at the time that the employee retired on a regular or disability retirement and began receiving retirement benefits.

If the employee qualifies for Medicare, the Township shall provide a Blue Cross M-65 Policy or the equivalent that supplements the Medicare Program. In order to qualify for the Medicare Supplement, the retiree and or his dependent must enroll in Medicare Parts A and B as soon as they are eligible.

Retirees who are eligible for Medicare will not be eligible to participate in the Blue Cross/Blue Shield PPO or any health maintenance organizations provided by the Township.

Upon the death of a retired officer his/her spouse and minor dependant children shall continue to receive health insurance benefits, as though the retiree were still alive, until she/he remarries.



The Employer shall provide the Blue Cross-Blue Shield emergency room first aid medical emergency riders and bone marrow transplant rider for options A and B above.

Effective with this contract, active employees who are covered by another hospital/medical insurance plan may elect to receive fifty dollars (\$50) per week in lieu of participation in the Clinton Township hospital/medical insurance plan.

Employees electing this benefit must meet the requirements and agree to the stipulations as described in Appendix B attached to this agreement and complete the form "Waiver of Medical Insurance" attached to this contract as Appendix C.

#### 14.2 DUTY RELATED DEATH - SPOUSE AND DEPENDENT MINOR CHILDREN

Upon the duty related death of any full time Officer of the Police Department, the Township shall provide a hospitalization and medical insurance policy for the deceased's spouse and dependent minor children and the cost of said policy shall be paid for by the Township.

The hospitalization insurance policy provided for by the Township in this section, shall be equal to the policy provided for the Officer prior to his/her death.

The service or aid to be rendered by the Township concerning the policy of hospitalization insurance as provided in this section, shall remain in effect only until the widow or widower remarries; however, in the case where there are dependent minor children of the deceased Officer, then in that event, the widow, widow's children or guardian for said minor dependent children may elect to have the Township acquire the said hospitalization insurance policy for said minor dependent children, with the cost of said policy being paid for by the Township until the child is no longer a minor dependent child.

### **ARTICLE 15**

#### **DENTAL & OPTICAL INSURANCE**

15.1 The Township shall provide and pay for a dental plan for the employee and dependents. The plan will be the Delta Dental Preferred Option Plus Plan. This plan includes an orthodontic

rider which will cover dependents up to age nineteen (19) years of age with a maximum lifetime benefit of \$1,500. There shall be no deductible and the plan will have a twelve hundred (\$1,200.00) dollar limit on benefits per person per contract year.

The co-pay provision of the plan will be as shown below:

	PPO Member Dentist <u>Delta Dental Pays</u>	Non-PPO Dentist <u>Delta Dental Pays</u>
<u>Class I Benefits</u>		
Diagnostic Services	100%	100%
Preventive Services	100%	100%
Emergency Palliative Treatment	100%	100%
Radiographs	100%	65%
 <u>Class II Benefits</u>		
Oral Surgery	80%	65%
Minor Restorative Services	80%	65%
Periodontics	80%	65%
Endodontics	80%	65%
 <u>Class III Benefits</u>		
Prosthodontics	75%	60%
Major Restorative Services	75%	60%
 <u>Class IV Benefits</u>		
Orthodontics (to age 19)	60%	50%

As of January 1, 2008, the Township shall provide and pay for sealants for the employee and dependents.

15.2 The Township shall provide all members, their spouses, and their minor dependents with an Optical Insurance Plan which covers annual eye examinations and the annual purchase and/or replacement of single and multi-corrective lenses (bi and tri focal), frames, safety glasses and contact lenses. Service program benefits described below:

Examination	\$45.00 for Optometrist		
	\$60.00 for Optomologist		
Basic Lenses	\$60.00	Bifocals	\$85.00
Tri-focal	\$105.00	Frames	\$120.00
Contacts (1 pair)	\$120.00	Lentocular	\$120.00

Effective April 1, 2002 employees who retire on or after that date, their spouses and dependent minor children will be covered by the Optical Plan and the Delta Dental Plan for Class I and Class II benefits identical to those received by active employees. Upon the death of a retired officer his/her spouse and minor dependant children shall continue to receive health insurance benefits, as though the retiree were still alive, until she remarries.

## **ARTICLE 16**

### **LIFE INSURANCE**

16.1 The Township shall provide fifty thousand (\$50,000.00) dollars death benefit life insurance policy with double indemnity in the event of accidental death. It is agreed that upon a normal age and service retirement, the Officer only will be provided with a \$10,000.00 life insurance policy.

16.2 The members understand that the life insurance provided by the Township might provide a disability option, and the parties acknowledge that if that option is exercised, and life insurance guarantee of fifty thousand (\$50,000.00) dollars may be diminished. Any employee requesting disability benefits shall assume the obligation of determining how such option affects his/her life insurance benefits.

## **ARTICLE 17**

### **WORKERS COMPENSATION**

17.1 Provisions of the Workers' Compensation Laws of the State of Michigan shall apply in all injuries, accident or illness to employees arising from the performance of their duties. Any employee who is unable to work as a result of such injury, accident or illness shall be paid by the Township the difference between eighty percent (80%) of his/her regular rate of pay and the amount received from workers' compensation for the duration of the recovery not to exceed six

(6) months from the date of the injury, accident or illness.

17.2 For the initial six (6) month period recited above, the employee shall be entitled to accrue benefits, including seniority, as though he/she were working. At the termination of said initial six (6) month period, if the employee cannot return to work, then he/she shall be granted a second six (6) month extension upon application to the Township Board.

The second extension shall not include salary, pay supplements, or benefits unless approved by the Township Board. However, the Township shall maintain hospital and medical insurance, dental insurance, life insurance, and optical insurance during the second six (6) months.

17.3 At the end of the second extension, if the employee cannot return to work in the same capacity, the employee's employment relationship shall cease unless the Township Board grants a further extension.

17.4 During the second six (6) month extension, and no later than ten (10) months from the injury, the employee shall notify the Township of his/her decision to apply for a disability retirement to allow necessary time for processing prior to the cessation of the employment relationship with the Township.

17.5 Normal payroll tax deductions will be made on the supplemental check issued by the Township. However, total authorized deductions for union dues, and pension contribution shall be deducted at the full annualized bi-weekly rate. Employees may be required to submit copies of all workers' compensation checks which they have received to the Accounting Department.

## **ARTICLE 18**

### **CLOTHING & CLEANING**

18.1 The cost of cleaning a uniform shall be borne by the Township and the Township reserves the right to take bids and nominate a cleaner or cleaners to provide the service for the Officers.

18.2 Each Officer shall receive a bank system for drawing new clothing and personal equipment each year and for this purpose, the year shall be computed from April 1 through March 31, this being a Contract year. Advance draw shall not be allowed.

18.3 Uniform Officers shall be credited with an eleven hundred dollar (\$1,100) advance in said bank each year and in addition thereto, shall be allowed two hundred dollars (\$200.00) in cash. Said two hundred dollars (\$200.00) is to be an advance payment for year April 1 through March 31, with said payment to be paid the first pay in April. The uniform and personal equipment allowance shall include the cost of equipment and the cost of alterations, including missing buttons, uniform repairs and the sewing on of patches. The Township will repair or replace any items of personal property broken, damaged, or lost in the line of duty, but not through the negligence of the Officer. Officers who are promoted to the rank of Lieutenant shall receive a one time \$700.00 stipend to fund the change in uniform to the appropriate rank.

18.4 Officers assigned to a non-uniform position will receive thirteen hundred dollars (\$1,300.00) for new clothing each year. This amount shall be divided into two (2) cash advances with the first six hundred fifty dollars (\$650.00) to be paid the first pay period in April and the second six hundred fifty dollar (\$650.00) cash advance to be paid the first pay period in October and such allowance shall be prorated if the Officer leaves the Bureau, on a monthly basis with the credit to be given for the month of leaving if he/she spent over fifteen (15) days in that Department in a particular month.

18.5 The Employer agrees to purchase for each Command Officer a soft-body armor concealable bulletproof vest of his/her manufacturer choice, which shall be approved by the Department prior to purchase. Command officers may select a vest up to the maximum threat level available for cancelable soft body armor, but must meet a minimum threat level equal to the departmental service weapon. As a condition of this benefit, the employee agrees to wear said vest during all working hours when he/she is on uniform road patrol and further agrees to have the vest available for use while on other assignments. The employer agrees to replace the vest as is necessary or needed but at no sooner intervals than five (5) years. Any vest damaged that is not through neglect will be replaced immediately at the employers cost.

18.6 The Employer agrees to purchase six (6) ballistic vests of assorted sizes to be kept in the Police Station for periodic use as needed.

18.7 If a change in the uniform is made by the Township, the payment for the changed uniform will be made through the allowance provided in this article. The Township will provide enough time so that such change will not result in a hardship on the Officer. The Local Association can grieve an unreasonable change in uniform. In such case, the change will not be implemented until an arbitrator has ruled on the grievance.

## **ARTICLE 19**

### **LEAVE OF ABSENCE**

Any Officer desiring a leave of absence shall apply to the Police Chief or his designee whose recommendation shall be sent to the Board of Trustees for final approval or rejection. If approval is granted, seniority shall be frozen during the leave period.

Any leave or leaves of absence under this Article shall not exceed one (1) year during the Officer's career.

If a leave is approved, the Officer shall pay for and submit to a standard physical examination, as directed by the Employer, the results of which shall be available to the Employer.

At least thirty (30) days prior to the termination of leave, the Officer must notify the Employer in writing of his/her desire to return and pass the standard physical examination, as directed by the Employer, which the Township shall pay for.

If there is no opening for the Officer at the end of his/her leave in the position held before the leave, the Officer may accept a lower classification if an opening exists. If no acceptable openings occur within eighteen (18) months of the termination of leave, the employment relationship shall cease.

**ARTICLE 20**  
**OUTSIDE EMPLOYMENT**

A member of the Association may be permitted part-time outside work subject to the fact that he/she engages in a nature of work not to downgrade his/her image as a law enforcement agent and that the work schedule of his/her outside employment be such that it does not interfere with his/her normal duties as a law enforcement officer, subject to approval of the Chief of Police, which approval shall not be unreasonably withheld.

**ARTICLE 21**  
**CIVIL LIABILITY INSURANCE AND LEGAL COUNSEL**

The Township shall provide insurance and legal counsel protecting the employee against civil liability because of alleged false arrest, detention, imprisonment, or malicious prosecution. Said policy shall be in an amount not less than the Township is presently carrying.

**ARTICLE 22**  
**USE OF PRIVATE AUTOMOBILE**

When an automobile is used by an employee in connection with the Departmental duties, and when no other Departmental transportation is available, he/she will be reimbursed in accord with the then current Township Resolution pertaining to reimbursement for private motor vehicle use, subject to the prior approval of the Chief of Police.

**ARTICLE 23**  
**MAINTENANCE OF CONDITIONS**

The Charter Township of Clinton will make no unilateral changes in wages, hours and conditions of employment during the term of this Agreement, either contrary to the provisions of this Agreement or otherwise.

**ARTICLE 24**  
**SCHOOL TUITION**

24.1 An employee who on his/her days off attend college, university, or trade school in a course or program related to police service, with the approval of the Chief of Police, shall be reimbursed by the Township for tuition, purchase of books, and other necessary materials required by the course. Employees shall be reimbursed by the Township within thirty (30) days upon submission of proper documentation that he/she is enrolled in the course.

If the employee does not work for the Township for at least one (1) year after receiving his/her school expenses, then and in that event the employee shall refund or have deleted from his/her separation pay the pro rata amount for that portion of a year, as measured by months, that remains after terminating employment. The proration of months shall be determined by counting any months where the employee has employment status for at least sixteen (16) days during the calendar month and disregarding any months where the employee does not have sixteen (16) calendar days. This paragraph shall not apply if the employment ceases because of retirement with normal age and service time or due to a duty disability retirement.

24.2 Any employee who withdraws from or fails to complete a course after receiving reimbursement from the Township or who fails to obtain a passing grade of "C" or better, shall have thirty (30) days from the date of withdrawal or the date he/she receives less than a "C" grade to repay the Township such monies. If such amount is not repaid to the Township, upon advance notice to the employee, such amount may be withheld from his/her pay. Advance notice shall not be necessary if the employee is terminating employment.

**ARTICLE 25**  
**WEAPON ALLOWANCE**

25.1 Each Officer shall be reimbursed at the rate of one dollar and 50/100 (\$1.50) per day for the carrying of his/her side arm. Payment for said weapon allowance shall be paid on the last regularly scheduled pay of March.



25.2 It is further agreed by and between the parties hereto that each Officer covered by this Agreement will participate in the mandatory shooting program. The Township will provide and offer a Command Officer an opportunity to shoot on a regular basis throughout the year. Said Officer must qualify one time per year.

25.3 It is understood by the parties that the Department does not require Officers to carry firearms when they are off duty.

## **ARTICLE 26**

### **SHIFT DIFFERENTIAL**

26.1 Shift premiums shall be computed as follows:

1. Officers who are assigned to the Afternoon Shift shall receive an additional four percent (4%) over their base hourly rate for each assigned hour.

2. Officers who are assigned to the Split Shifts shall receive an additional five percent (5%) over their base hourly rate for each assigned hour.

3. Officers who are assigned to the Midnight Shift shall receive an additional six percent (6%) over their base hourly rate for each assigned hour.

26.2 If a Command Officer is assigned to a shift that entitles him/her to a shift differential pay, then he/she shall receive that entitlement during the pay period which they worked.

26.3 Shift selection picks will be made twice per year.

## **ARTICLE 27**

### **BENEFITS FOR WIDOWS/WIDOWERS AND FAMILY**

### **FOR A NON-DUTY DEATH**

27.1 Upon the death of any full-time employee of the Police Department, the Township shall make available a hospitalization insurance policy for the deceased's spouse, dependants and minor children provided the cost of said policy shall be paid by the widow/widower or deceased's family at least one month prior to the date upon which the premium is due.

27.2 The policy referred to in this Section will be a type policy which shall be as equal as possible and providing hospitalization insurance benefits as the Township provided for the employee prior to his/her death, it being fully understood that it might not be possible for the Township to acquire the same hospitalization policy under its present group insurance arrangement and the widow or widower and family shall have the right to discontinue this policy at any time since the service rendered by the Township is only one of servicing the arrangements for payments provided the Township is paid in advance.

27.3 The service or aid to be rendered by the Township concerning the policy of hospitalization insurance as provided in this Section, shall remain in effect only until the widow/widower remarries; however, in the case where there are dependent children of the deceased employee under the age of 19 years, then and in that event, the widow or widower, children or guardian for the minor children may elect to have the Township acquire the said hospitalization insurance policy for said children provided the full cost of the premium of such insurance, whatever is available, shall be paid to the Township at least one (1) month in advance of any premium due date.

27.4 No widow, widower, or dependent children otherwise eligible under this policy shall be obligated hereunder as this policy shall be entirely voluntary and shall be effective only so long as the persons entitled to benefits hereunder desire to have such coverage as the Township may be able to make available from time to time as provided above.

27.5 Any person who fails to make payment of the premium in accordance with the terms of this section shall immediately be terminated and disqualified from any further coverage hereunder.

27.6 This policy shall be implemented through the Department of Human Resources and any person who desires to acquire the benefits provided hereunder shall make all arrangements through that office.

**ARTICLE 28**  
**SUBCONTRACTING OF WORK**

The Township will not, except in cases of emergency, assign work currently being performed by Officers covered under this Contract to outside agencies and/or departments. This provision shall not apply to the Gratiot Cruise.

**ARTICLE 29**  
**MINIMUM MANPOWER**

29.1 The Clinton Township Police Station will be manned by at least one (1) full-time Police Officer at all times.

29.2 The word "Officer" in this Article does not pertain exclusively to Command Officers.

**ARTICLE 30**  
**RESERVE OFFICERS / CLINTON TOWNSHIP DISPATCHERS**

No Reserve Officer shall be assigned to any member of this bargaining unit without the member's consent and then only in the capacity of an observer or trainee. Reserves will not be considered as personnel in regard to Article 29, Minimum Manpower.

**ARTICLE 31**  
**TRADING DAYS**

The exchange of days may be permitted within the discretion of the Chief of Police, or the Captain or his or her designee of which it was requested.

**ARTICLE 32**  
**PAY CHECKS**

Employees will furnish the Township with the required information in order to facilitate a direct deposit of checks to the employee's designated account. All members of the bargaining unit shall participate in Direct Deposit for all Township pays.

**ARTICLE 33**  
**WORKING OUT OF CLASSIFICATION**

When a member of the bargaining unit is assigned to work in a higher classification for a period that exceeds four (4) hours, he/she shall receive the rate of pay equal to the base pay in the range of the higher classification. Claims for pay under this provision will not be made for a retroactive period greater than two weeks prior to the date the officer notifies his commanding officer that he/she is working out of classification.

**ARTICLE 34**  
**WORK ASSIGNMENTS**

34.1 All monthly work assignments and leave days shall be posted at least ten (10) days prior to the expiration of the current work month (28 days) and shall not be changed after this time without mutual agreement of the Association, member and Management, except in an emergency situation, at which time changes can be made providing the employee receives a minimum of forty-eight (48) hours notice of such change.

34.2 **OFF ROAD POSITIONS**

Off road positions for Sergeants shall be limited to four (4) years and for Lieutenants shall be limited to five (5) years. Sergeants shall be limited to not exceed eight (8) years off-road in totality per rank. Lieutenants shall be limited to not exceed ten (10) years off-road in totality per rank.

Vacancies for off-road positions shall be filled by the Chief of Police only after taking into consideration the following factors:

1. Seniority
2. Training
3. Education
4. Ability and skill to perform the position
5. Physical and mental health
6. Attendance
7. Work History
8. Any other factor considered to be relevant to the position being filled

The importance and weight given to a particular factor shall be at the sole discretion of the chief.

A current position holder can re-apply for the same position. However, he/she will not be considered for the position unless:

1. No other candidate has applied
2. No other candidate is determined qualified by the Chief of Police.

The Chief of Police will have the authority to assign positions, provided he documents the reason(s) why other(s) were denied, with the individual(s) having the opportunity to grieve the denial.

### **ARTICLE 35** **DEDUCTIONS**

Other than those deductions previously mentioned in this contract, the Township will not be required to make any further deductions from an employee's paycheck unless it is required by law.

### **ARTICLE 36** **RESIDENCY**

The Township agrees that it will not impose or attempt to impose any residency requirements upon any members of the Association bargaining unit, during the life of this Contract.

**ARTICLE 37**  
**BILL OF RIGHTS**

37.1 No employee shall be ordered or coerced in any manner to submit to a polygraph examination, lie detector test, or similar test, or chemical such as sodium penathol or truth serum tests, or similar tests by whatever name called for any reason unless such employee shall demand said examination in writing.

37.2 No employee shall be discharged, disciplined, or in any way discriminated against for refusing, or declining to submit to a polygraph examination, lie detector test, or similar test by whatever name called.

37.3 The Employer or agent shall not utilize any type of recording device or electronic surveillance device to record or transcribe any conversation between the Employer and employee unless such disclosure of such device is made to the employee prior to such conversation, or the Employer has received a proper Court Order.

37.4 Except when on duty, in uniform, or when acting in his official capacity, no employee shall be prohibited from engaging in political activity or be denied the right to refrain from engaging in political activity.

37.5 Employees shall have the right to bring civil suit against any person, group of persons, or any organizations or corporations, or the heads of such organizations or corporations, for damages suffered, either pecuniary or otherwise, or for abridgment of their civil rights arising out of the Officer's performance of official duties.

37.6 Any employee shall have the right to examine any and all personnel files maintained by the Employer regarding the employee, with the exception of employment letters of recommendation, upon written request during normal business hours construed to be 9:00 a.m. to 5:00 p.m., Monday through Friday, excepting holidays.

37.7 The employee's files shall not be made available to any person or organization other than the Employer and employee without the employee's expressed authorization, except pursuant to an appropriate Court or Civil Service Commission order or subpoena.

37.8 No employee shall be required or requested for purposes of assignment or other personnel action, to disclose any item of his property, income, assets, source of income, debts, or personal or domestic expenditures (including those of any member of his/her family or household), unless such information is obtained under proper legal procedures or tends to indicate a conflict of interest with respect to the performance of his/her official duties. This paragraph shall not prevent inquiries made by authorized agents of a tax collecting agency in accordance with acceptable and legally established procedures.

37.9 Whenever any employee is under investigation or subjected to interrogation by the Employer or its designated representative for any reason which could lead to disciplinary action, demotion, dismissal or criminal charges, such investigation or interrogation shall be conducted under the following conditions:

- a. The interrogation shall be conducted at a reasonable hour, when possible, preferably at a time when the Employee is on duty.
- b. Any employee, at his/her request, shall have the right to be represented by counsel and/or Association representatives prior to making any statements, written or verbal, concerning any act, incident, or occurrence from which disciplinary action, criminal prosecution or civil suit might result.
- c. The employee under investigation shall be informed of the rank, name and command of the officer in charge of the investigation, the interrogating officer, and all persons present during the interrogation if not already known to the employee.
- d. The employee under investigation shall be informed of the nature of the investigation prior to any interrogation and he shall be informed of the names of those complainants. Exception is made in those instances where the complainant must remain anonymous for security or confidentiality reasons, or is unknown to the investigating officer.
- e. Interrogating sessions shall be for reasonable periods and shall be timed to allow for such personal necessities as rest periods as are reasonably necessary.
- f. The employee under interrogation shall not be subjected to offensive language or

threatened with transfer, dismissal or any disciplinary action. No promise or reward shall be made as an inducement to answering any questions.

- g. Upon disclosure, the employee or employer will be permitted to record the complete interrogation including all recess periods. There shall be no unrecorded questions or statements.
- h. If the employee under interrogation would have "Miranda" warnings available to him as a civilian or is likely to be placed under arrest as a result of the interrogation, he shall be completely informed of all his rights prior to the commencement of the interrogation.

37.10 Employees will not be deprived of liberty or property with due process of law or denied the equal protection of the law.

37.11 Any employee involved in a shooting shall not be bound as a condition of employment to make an oral or written statement, including a Preliminary Crime Report, until such time when the employee has been able to contact an Association Official or an Attorney and has had a reasonable time to discuss the incident with an Association lawyer. The lawyer shall then be able to counsel the Officer during his Preliminary Crime Report or any other oral or written statements that may be required.

37.12 No employee will be favored or discriminated against, nor disciplined, demoted, or transferred for exercising any of the above rights or any rights afforded him or her by this Contract.

## **ARTICLE 38**

### **DISCIPLINARY PROCEEDINGS**

38.1 When any complaint or charge shall be brought against an employee or disciplinary proceedings are contemplated against an employee under such circumstances that the misconduct being investigated, if substantiated, would constitute a crime under State or Federal Law, no statement shall be taken from the Officer nor shall he/she be interrogated, except in accordance with the following procedure:



38.2 The Officer shall first be advised of the charge or charges against him/her, either by the chief of Police or by a Command Officer of the Department.

38.3 The Officer shall be advised of his/her right against self-incrimination and of his/her right to legal counsel. Legal counsel may appear with the Officer in any subsequent proceedings if the Officer so desires.

38.4 The Officer and his/her counsel, if any, shall be entitled to a written statement of the charges against the Officer which are being investigated upon demand for same, provided the time is reasonable. Any such statement of charges may be amended or amplified subsequently, and any disciplinary action which may be taken shall in no way be limited to matters set forth in any statement, or amended or amplified statement of charges.

38.5 The Officer may then be ordered to make a statement concerning the charges against him/her, and to submit to interrogation. The Officer may decline to do so, but any such refusal shall constitute grounds for disciplinary action.

38.6 If the Officer chooses to make a statement and submit to interrogation, any such statement and any answers resulting from interrogation may be used as the basis for disciplinary action, and may also be used in any proceedings before the Civil Service Board or Arbitration in the event of appeal, of such disciplinary action. For any and all other purposes, any such statement or answers to interrogation shall be privilege and shall constitute a private record and shall not be made available without the signed consent of the officer to any person or agency, except pursuant to subpoena issued by any authority.

38.7 Any and all of the rights and privileges conferred herein upon members of the Association may be waived by the Officer, but any such waiver shall be signed and in writing. Nothing herein is intended to contravene any other rights, duties, or privileges contained in Act 78.

**ARTICLE 39**  
**SALARY STRUCTURE**

The parties hereto agree that the schedule below shall constitute the base annual salary schedule for 2080 hours per year.

	<u>Sergeant</u>	<u>Lieutenant</u>
<b>April 1, 2006</b>	<b>\$76,204.04</b>	<b>\$83,824.44</b>
<b>April 1, 2007</b>	<b>\$78,490.16</b>	<b>\$86,339.18</b>
<b>April 1, 2008</b>	<b>\$80,844.86</b>	<b>\$88,929.35</b>
<b>April 1, 2009</b>	<b>\$82,461.76</b>	<b>\$90,707.94</b>

The pay rates shown above shall be applied throughout the term of the contract. On each of the dates shown above the differential between the Police Officer maximum base pay rate and the Police Sergeant pay rate shown in the above schedule shall be calculated. If such calculation should show that the Police Sergeant pay rate has fallen below 120% of the Police Officer maximum pay rate, then the Police Sergeant pay rate shall be increased to 120% of the Police Officer base pay rate. If the Police Sergeant pay rate is adjusted due to this clause, then the Police Lieutenant pay rate will be adjusted so that it is 110% of the Police Sergeant pay rate. On each of the dates shown above the pay rates shown in the schedule will apply unless the Police Sergeant pay rate shown in the schedule is less than 120% of the Police Officer maximum base pay rate on that date.

**ARTICLE 40**  
**TERMINATION OF EMPLOYMENT**

40.1 Any employee who is unable to perform his regular job, is not on leave, and has used all of his or her sick days, vacation days, and personal days, shall not be considered to have any rights of employment and shall be terminated.

40.2 The provisions of this Section shall no way affect the compensation provisions under the worker's compensation section nor does it apply to leaves of absence where the leave is conditioned and the conditions have been fulfilled.

40.3 Benefits such as clothing allowance, holiday pay, weapon allowance and the like shall be paid and prorated to the date of termination.

40.4 All economic benefits as previously specified accruing from the effective date of this Agreement shall be retroactive from April 1, 2006 as they can be reasonably implemented. The parties agree that the attached letter of understanding marked "Appendix A" shall be construed and incorporated as part of this Contract where applicable.

#### **ARTICLE 41**

#### **TRAINING SESSIONS**

The training sessions established by the Department are considered mandatory for all members, provided the notice of same is posted at least thirty (30) days, when possible, in advance of the session. If the member is not excused by the Police Chief ~~or~~ his designee, then the first training period missed may result in disciplinary action. If an Officer is excused from training, the training session will be made up at a later date. The Department will schedule the date for a makeup, at which time an Officer may be either on duty or off.

#### **ARTICLE 42**

#### **LEGALITY**

The parties hereto realize that certain Court decisions or change of legislation during the term of this Contract may make certain portions of this Agreement invalid and/or illegal. In that case, it is the intent of the parties hereto that only that provision that is not consistent with the law or legislation is invalid and the remaining portions of this Contract shall remain in full force and effect.

**ARTICLE 43**  
**PENSIONS**

43.1 Defined Benefit Pension Provision

Members of the bargaining unit shall be provided pension benefits in accord with the Fire and Police Pension and Retirement Act 345 of P.A. of 1937 as amended.

Employees who retire on or after November 1, 2007 Section 6(1)(e) of Act 345 shall be amended to provide that upon retirement from service, as provided in this subsection, a member shall receive a regular retirement pension payable throughout the member's life as follows:

Members of the Collective Bargaining Group shall be entitled to regular retirement benefits with twenty-five (25) years of service with the Clinton Township Police Department, regardless of their age.

However, upon taking any employment after retirement, the employee shall notify the Charter Township of Clinton who their employer is and whether or not health care insurance is available to them, and if the employer offers health care insurance, the Township shall drop the employee from the Township's insurance for health care until such time as the employee ceases employment, at which time he/she shall be reinstated with the Township health care insurance as soon as possible.

Members promoted prior to January 1, 2008

The regular retirement pension shall be based upon 2.8% of the member's average final compensation multiplied by the first 25 years of service credited to the member, plus 1% of the member's average final compensation multiplied by the number of years, and fraction of a year, of service rendered by the member in excess of 25 years of service, without a maximum benefit of Final Average Compensation (FAC). There shall be no reduction in pension benefits upon attainment of full social security age.

Members promoted after January 1, 2008

The regular retirement pension shall be equal to 2.8% of the member's final average compensation multiplied by the years of service credited to the member, with a maximum benefit

of 70% of Final Average Compensation (FAC). There shall be no reduction in pension benefits upon attainment of full social security age.

#### 43.2 Annuity Withdrawal

Upon retirement members of the bargaining unit shall be entitled to withdraw up to their accumulated contributions (including interest) to the system, provided that they agree to accept an appropriate lesser monthly benefit. Such lesser benefit is to be computed by the Township's actuary using a method intended to prevent such contribution withdrawal from costing the Township or the Pension Fund any additional monies.

For purposes of this calculation, the actuary shall use the then current interest rate for immediate annuities published by the Pension Benefit Guarantee Corporation and the actuary shall also use the mortality table used for the most recent regular actuarial determination. However, if a member applies for military time and receives the same from the Township Board, then that member's contribution to the retirement system for military time cannot be withdrawn upon his/her retirement.

#### 43.3 Final Average Compensation

"Final Average Compensation" shall mean the average of the three (3) years of highest annual compensation received by the member during their ten (10) years of service immediately preceding their retirement or leaving service. A member with ten (10) years or more of service shall have vested retirement benefits. The Township shall provide the Union with any changes in the components which make up the elements of Final Average Compensation. At the present time, those monetary benefits that are computed for final Average Compensation purposes are: regular salary, overtime pay, payment in lieu of holiday and/or vacation time, comp time up to 80 hours, and show-up time. It is understood that lump sum payments for sick days and vacation days at the time of retirement are not included in final Average Compensation except as defined in Articles 11.5, 8.11, 13.2, and 10.2.

#### 43.4 Member Contribution

Effective with the pay of January 1, 2008, the pension contribution shall be increased from six and sixty-five one hundredths percent (6.65%) to seven percent (7.00%).

#### 43.5 Surviving Spouse Benefit for Retiree on Duty Disability Retirement

A surviving spouse of a retiree who is receiving a duty disability pension at the time of death shall continue to receive the same duty disability pension benefit otherwise paid to the disability retiree until attainment of age 55. At the time the duty disability retiree would have otherwise attained the age of 55, the surviving spouse shall be entitled to a benefit based upon the retiree's attainment of age 55, recomputation in accordance with retirement system provisions, and the designation of the spouse as his/her 60% surviving spouse beneficiary under Act 345.

#### 43.6 13<sup>th</sup> Check

For employees who retire on or after April 1, 2000, after 5 years of retirement said retirees will be eligible for annual 13<sup>th</sup> check not to exceed the retirant's normal monthly retirement check. Said check will be distributed if investment funds attributed to the Police members exceed eight (8%) percent. Participants defined contribution plan shall be eligible 5 years after termination of employment. Up to 50% of said excess will be used to make such payments. If 50% of the excess is not sufficient to make a payment equal to a monthly check then the amount available will be distributed equally among the eligible retirees. Unused excess will not be carried over from one year to the next.

#### 43.7 Survivor Benefit

The Township and the Union mutually agree that Section 6 (1) (i) of Public "Act 345 of 1937, as amended, shall be amended to provide if a member continues in service on or after the date of acquiring 10 years of service credit, does not have an Option I election provided for in subdivision (j) in force, and dies while in the service of the municipality before the effective date of the member's retirement, leaving a surviving spouse, the spouse shall receive a pension computed in the same manner as if the member had retired effective the day preceding the date of the member's death, elected option I provided for in subdivision (h), and nominated the spouse as survivor beneficiary.

#### 43.9 Defined Contribution Pension

##### Members promoted prior to January 1, 2008

The Township agrees to create a 401(a) defined contribution plan for bargaining unit members who have reached regular retirement eligibility with twenty-five (25) years of service and who voluntarily elect to participate in the plan. The 401(a) defined contribution plan will be maintained with Fidelity Investments and will require a mandatory Township contribution of 10% of wages and a mandatory employee contribution of 7% of wages. Thereafter, the Township will match an employee's contribution dollar for dollar at the current maximum allowed by the Internal Revenue Service up to 25%. Upon entering the 401(a) defined contribution plan, the employee's seven percent (7.00%) contribution to the Act 345 pension system will cease and years of service in the Act 345 pension system will be fixed.<sup>1</sup> During participation in the defined contribution plan, the participant continues with full employment status, receives all future promotions and benefit/wage increases. Additionally, final average compensation in the 345 pension system shall continue to adjust and be determined upon final separation of employment. It is understood by both parties to this agreement that voluntary employee contributions are post-tax contributions. It is also understood by both parties that it is the participant's sole responsibility for analyzing the tax consequences of participation in the 401(a) defined contribution system.

##### Members promoted after January 1, 2008

The Township agrees to create a 401(a) defined contribution plan for bargaining unit members who have reached regular retirement eligibility with twenty-five (25) years of service and who voluntarily elect to participate in the plan. The 401(a) defined contribution plan will be maintained with Fidelity Investments and will require a mandatory Township contribution of 7% of wages and a mandatory employee contribution of 7% of wages. Thereafter, the Township will match an employee's contribution dollar for dollar at the current maximum allowed by the Internal Revenue Service up to 25%. Upon entering the 401(a) defined contribution plan, the employee's seven percent (7.00%) contribution to the Act 345 pension system will be fixed.<sup>2</sup>

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<sup>1</sup> For example, an employee who elects to enter the 401(a) plan with 27 years of service shall have a defined benefit pension equal to 72% of final average compensation, (25 yrs x 2.8% = 70% + 2 yrs x 1% = 2%).

<sup>2</sup> For example, an employee who elects to enter the 401(a) plan with 25 years of service shall have a defined benefit pension equal to 72% of final average compensation, (25 yrs x 2.8% = 70% + no credit yrs beyond 25 yrs).

During participation in the defined contribution plan, the participant continues with full employment status and receives all future promotions and benefit/wage increases. Additionally, final average compensation in the 345 pension system shall continue to adjust and be determined upon final separation of employment. It is understood by both parties to this agreement that voluntary employee contributions are post-tax contributions. It is also understood by both parties that it is the participant's sole responsibility for analyzing the tax consequences of participation in the 401(a) defined contribution system.

#### **ARTICLE 44**

#### **DEPARTMENT VEHICLES**

44.1 All Captains and members assigned to the investigative unit will be allowed to use a department vehicle for personal use as well as at work. The use of cars will be in accordance with the department's take home car policy.

44.2 Should the Captain's ranks be reduced then those vehicles assigned to that Captain(s) will be reassigned to another member within this unit appropriately.

#### **ARTICLE 45**

#### **HOSPITALS FOR EMERGENCY WORK RELATED INJURIES**

The parties agree that in the event of an on-duty injury the Township will use Henry Ford Macomb or the Mount Clemens Regional Medical Center and each employee will in advance, notify the Township of their desire in order to have the information available in the event of an emergency.

#### **ARTICLE 46**

#### **TERM OF CONTRACT**

This contract shall be effective as of April 1, 2006 and remain in full force and effect until midnight March 31, 2010.



**IN WITNESS WHEREFOF**, the Charter Township of Clinton, a Michigan Municipal Corporation, has caused the foregoing instrument to be duly certified, and executed by the Township Board of Supervisors, and the Clinton Township Police Command Officers Association has caused the foregoing Agreement to be executed by its duly constituted Officers.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

FOR CHARTER TOWNSHIP OF CLINTON

By: \_\_\_\_\_  
ROBERT CANNON,  
Township Supervisor

By: \_\_\_\_\_  
DENNIS C. TOMLINSON,  
Township Clerk

By: \_\_\_\_\_  
WILLIAM S. SMITH,  
Human Resources Director

By: \_\_\_\_\_  
FRED POSAVETZ,  
Chief of Police

FOR LIEUTENANTS & SERGEANTS

By: \_\_\_\_\_  
LIEUTENANT DAVID DEMICK,  
President

By: \_\_\_\_\_  
LIEUTENANT THOMAS OSTIN,  
Bargaining Committee

By: \_\_\_\_\_  
LIEUTENANT MARC RYBINSKI,  
Bargaining Committee

By: \_\_\_\_\_  
LIEUTENANT RAYMUND MACKSOUD  
Bargaining Committee

By: \_\_\_\_\_  
SERGEANT DAVID DUNN,  
Bargaining Committee

By: \_\_\_\_\_  
JOHN VIVIANO  
Labor Council Representative

**APPENDIX "A"**  
**LETTER OF UNDERSTANDING**

Concerning the Dress Code for the appearance of Command Officers in Court, the standards are to be set by the Judge in a letter sent to the Department.

## **APPENDIX "B"**

### **PAY IN LIEU OF HEALTH INSURANCE COVERAGE**

The UNION and the EMPLOYER recognize that in some instances employees have duplicate health insurance coverage. In these cases the Township and another employer are both paying insurance premiums and the employee is receiving little or no additional benefits. In an effort to avoid this wasteful duplication, the parties have agreed upon the following program which allows employees to decline the Township provided hospital/medical insurance program and receive instead a contribution to their deferred compensation account.

#### **A. ELIGIBILITY**

All employees who are covered or eligible for coverage by the Employer's hospital/medical insurance programs are eligible for this option. They may take advantage of this option by:

- 1.) Providing written proof that they have current coverage under another health insurance plan and;
- 2.) Submitting the "Waiver of Medical Insurance" form which appears as Appendix B to this agreement.

#### **B. AMOUNT OF BENEFIT**

The Employment will compensate the employee in the amount \$100 per pay period in addition to his/her normal pay.

#### **C. STIPULATIONS**

The parties agree to the following stipulations:

1. Employees may elect this option at any time.
2. The supplemental pay will begin with the first pay date in the month that insurance coverage ceases. There will be no retroactive payments.

3. Employees may elect to reinstate their health insurance coverage and drop the supplemental pay plan at the annual health insurance open enrollment. If an employee wishes to reinstate their health insurance coverage at any other time, they may do so only if the reinstatement is due to loss of coverage as a result of the death of, divorce from, or loss of coverage due to the unemployment of the individual covering the employee under another plan.
4. Those persons who are eligible for hospital/medical insurance at the inception of this agreement but who have elected not to be insured by the Township plan because they are covered by another plan, will be eligible for this option.
5. In those cases where both a husband and wife work for the Township, one person may carry his/her spouse and dependents on the health insurance policy and the other person may elect the supplemental pay plan.
6. When an employee elects to drop his/her insurance coverage, he/she must drop it for him/her self and all dependents. (e.g. A parent cannot drop insurance for him/her self and retain coverage for his/her children).
7. The Provisions of this plan which pertain to adding or dropping insurance coverage are subject to the administrative rules of the insurance carriers for the Township.

**APPENDIX "C"**  
**WAIVER OF MEDICAL INSURANCE**  
**AND**  
**ELECTION OF SUPPLEMENTAL PAY**  
**IN LIEU OF PARTICIPATION IN GROUP MEDICAL INSURANCE**

I hereby authorize the Charter Township of Clinton to cancel my group medical plan if I currently have group coverage and provide supplemental pay to me of \$100 per pay in lieu of participation in any Township group medical plan. I affirm that I am covered by the health plan coverage offered through:

\_\_\_\_\_\*  
(Name of Company or Carrier)

I understand that by exercising the election to receive these payments, I will receive no benefits or payments as primary subscriber from any Township group medical plan.

I understand that except in the case of death, divorce from, or lost of coverage due to the unemployment of the individual covering me under another plan, I will not be eligible for enrollment in any of Clinton Township's group medical plans until the next open enrollment period.

I understand that if I wish to enroll in any if Clinton Township's group medical plans at a later date, I will be subject to that plan's enrollment rules.

\_\_\_\_\_  
Name (PLEASE PRINT)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DEPARTMENT NAME

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\*If covered elsewhere, you must provide written proof of other coverage.